AGREEMENT

between

CERRO GORDO COUNTY

and

PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL UNION 2003, IBPAT
(COURTHOUSE EMPLOYEES)

7-1-2005 - 6-30-2010

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AGREEMENT

THIS AGREEMENT made and entered into by and between Cerro Gordo County, Iowa, hereinafter referred to as the "Employer," and Public, Professional & Maintenance Employees Local #2003, hereinafter referred to as the "Union."

ARTICLE 1: RECOGNITION

1.01 - The Employer agrees to recognize, and does hereby recognize the Union as the exclusive bargaining agent for all of the employees as defined by the Public Employment Relations Board certification on file in this matter.

ARTICLE 2: DEFINITIONS

2.01 - Employer:

For the purposes of this contract, the term "Employer" shall refer to the Cerro Gordo County Board of Supervisors. All powers granted to the Board of Supervisors by this contract, shall be exercised by them, or such other person or persons as they may designate.

2.02 - Employee:

County of Cerro Gordo recognizes the Union as the exclusive collecting bargaining agent for:

EXCLUDED: County Engineer's Department, Conservation
Department, Mason City Assessor's Office, Cerro Gordo
County Assessor's Office, Cerro Gordo County Health
Department, MIS Department, all appointed officials,
including all first deputies and the second deputy in
the Cerro Gordo County Treasurer's Department,
Veteran's Affairs Department, General Relief
Department and all elected officials, confidential
secretaries and other supervisors as defined by
Section 4 of the Public Employment Relations Act.
PERB referral Case Number 4241.

2.03 - Union:

The term "Union" as used in this Agreement shall mean the Public, Professional and Maintenance Employees, Local Union #2003.

2.04 - Regular Full-Time Employees:

Are defined as those employees who are regularly scheduled forty (40) hours per week.

2.05 - Regular Part-Time Employees:

Are those who are regularly scheduled less than forty (40) hours per week. Benefits under the terms of this contract are not applicable to part-time employees unless specifically stated.

2.06 - Act:

Refers to the Iowa Public Employment Regulations Act, Chapter 20, Code of Iowa (1992).

2.07 - Family Member:

For the purposes of this contract, immediate family members are defined as follows: mother, father, stepmother, stepfather, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and step child.

ARTICLE 3: WORK RULES

3.01 - The Employer has the right to adopt work rules and regulations. Prior to implementation, the Union Business Agent and stewards shall be furnished a copy of said rules, regulations, and any amendments.

ARTICLE 4: SEPARABILITY AND SAVINGS

4.01 - If any provision of this Agreement is subsequently declared by the proper legislative of judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 5: ZIPPER CLAUSE

5.01 - The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which may otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other should not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 6: GRIEVANCE PROCEDURE

6.01 - Definition:

A grievance shall mean only a complaint by an employee that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

6.02 - Employees Covered:

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

6.03 - Time Limit Compliance:

The failure of an employee to act on any grievance within the prescribed time limit will act as a bar to the grievance. The time limits provided under this Article may be extended by mutual consent between the Employer and the Union.

6.04 - Non-Interruption of Work:

It is agreed that any investigation or other handling or processing of any grievance by the employee shall be conducted as to result in no interference with or interruption whatsoever of the work of the employee.

6.05 - Grievance Implementation:

Grievances shall be implemented in the following ways:

- (a) A single aggrieved employee may implement procedures.
- (b) Any grievance on the same issue brought by more than one (1) employee under direction of the same immediate supervisor may jointly implement procedures.
- (c) Any grievance on the same issue brought by employees working under more than one (1) immediate supervisor shall jointly implement procedures.

6.06 - Multiple Grievances:

Proceedings involving more than one (1) employee shall be jointly filed, considered and ruled.

6.07 - Grievance Process:

- Step 1: The aggrieved employee(s) shall informally notify the employee's immediate supervisor, or in his/her absence the assistant supervisor, within seven (7) calendar days of the date of the occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond informally to the employee(s) within seven (7) calendar days.
- Step 2: In the event resolution is not achieved under Step 1, the employee(s) may present the grievance in writing to the elected official or department head within seven (7) calendar days after the immediate supervisor's response. The elected official/department head shall investigate and respond his/her decision in writing, to the employee(s) within seven (7) calendar days of receipt by him/her of the grievance.
- Step 3: If the grievance is not resolved following Step 2, a copy of written record shall be submitted to the Board of Supervisors. The Board shall, within seven (7) calendar days either:
 - (a) Order a hearing to obtain further information prior to their decision in the matter and render a decision in writing within seven (7) calendar days.
 - (b) Render a decision in writing to the aggrieved employee(s) and a copy to the Union Business Agent within seven (7) calendar days.
- Step 4: If the grievance is still unsettled, either party may within fourteen (14) calendar days after the reply of the Board of Supervisors, by written notice to the other, request arbitration.

6.08 - Arbitration of Unsettled Grievance:

Any grievance not settled in the above procedure may be referred to arbitration. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the

panel. The parties shall flip a coin to determine who shall have the first strike and then the other party shall strike one

- (1) name, and the process will be repeated until there is one
- (1) person remaining who shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a transcript, the cost of the transcript shall be paid by the party requesting it, unless the parties agree otherwise.

6.09 - Representative at any Grievance Meeting:

The employee may request the attendance of an authorized Union representative at any grievance meeting. The Union officers may be present for arbitration procedures.

6.10 - Hold Harmless:

The Union agrees to hold the Employer harmless from any liability incurred by the Employer as a result of requiring both the Union and the employee(s) to consent to arbitration.

6.11 - Court Appeal:

Notwithstanding other terms of this Article, either party may appeal decisions rendered under this Article to the District Court.

ARTICLE 7: MILEAGE

7.01 - Employees required to use their personal vehicle for Employer business will be reimbursed for mileage at the IRS maximum allowable rate.

ARTICLE 8: SCHOOLS

8.01 - The Employer may require employees to attend schools and seminars. If required by the Employer, the employee will be reimbursed for their regular straight rate of pay subject to prior approval by their department head or elected official. When an employee is required to be gone for more than one (1) day, they shall be paid for eight (8) hours pay at the regular rate for any day not requiring travel. For the day(s) that require travel, the employees shall receive the appropriate time, including travel time, for that day. Transportation shall either be provided by the Employer or the employee shall

be paid mileage. A meal allowance of three dollars (\$3.00) for breakfast, five dollars (\$5.00) for lunch, and seven dollars (\$7.00) for supper. The Employer shall be responsible to arrange and pay for the motel room required for schooling. Employees will be required to punch in before leaving to attend schools and seminars and upon returning shall be required to punch out. This requirement of punching the time clock may be waived by mutual agreement between the Employer and the employee. Employees returning to the proximity of their regular place of work before the end of their scheduled shift shall report for work and shall work the remainder of their regular shift.

ARTICLE 9: PHYSICAL EXAMINATIONS

- 9.01 The Employer may require an employee who has a potential medical problem that could be aggravated by employment to have a physical examination by the designated County physician at the Employer's expense. The employee is entitled to a report of this examination. If there is a conflict between the Employer's physician and the employee's physician as to the ability of the employee to perform his or her job, the two (2) physicians shall choose a third physician who will make a final If the two (2) physicians fail to choose a determination. third physician, then the employee shall choose a third physician to make the final determination. If the third physician determines the employee is not able to perform the job, the employee will not be allowed to return to work until such time as he/she passes the examination. If the third physician determines the employee is able to perform his or her job, the employee shall be immediately allowed to return to work and shall be compensated for any lost workdays. The costs of the third physician shall be paid by the County. event it is necessary for the Employer to schedule such examination during the employee's regular working hours, the employee will be compensated by the Employer at his/her straight hourly rate of pay for the time lost. No personal leave hours will be deducted for the opinion of the third physician and if the decision of the employee's physician is sustained, the County will reimburse the employee for those costs. If the position of the County's physician is sustained, the employee will pay the cost himself/herself.
- 9.02 All persons hired must have a hearing test approved by the County Safety Director within ninety (90) days of being hired. The above testing will be at Board of Supervisor's expense. Failure to comply shall be grounds for termination of employment.

ARTICLE 10: DUES DEDUCTION

10.01 - The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the first of the month after such deductions are made. This statement shall additionally include the address of each employee. The Employee may terminate payroll deduction of Union dues by a written request to that effect at least thirty (30) days in advance of the desired termination date.

Sample authorization for payroll deduction:

By:					
-	Last	Name	First	Name	Middle Name
To:					
		Employer		De	partment
Effective	:			•	•
				Date	

The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues or initiation fees from the wages of any employees in the bargaining unit as provided in this Article.

ARTICLE 11: MISCELLANEOUS

11.01 - Termination of Employment:

Vacation time earned prior to termination of employment will be paid at the prevailing wage of the employee. To accumulated vacation earned and unused will be added vacation earned in the current year on a prorated basis to the date of termination. An employee with less than one (1) full year of tenure will not qualify for vacation or vacation pay upon termination of employment.

Upon termination of employment under conditions other than cause, an employee is required to give the Employer written notice at least ten (10) working days in advance of his/her intention to terminate employment. Employees shall be bound under the terms of this contract and all the provision thereof for ten (10) working days after such notice is given, unless it is mutually agreed by the employee and the Employer that this requirement be waived.

11.02 - Performance Evaluations:

The department head or elected official may conduct performance evaluations with every employee in his/her department. The first evaluation shall be at or near the end of the employee's probationary period. After completion of the probationary period, performance evaluations shall be conducted at regular intervals, but no more frequently then annually. Additional evaluations may be conducted in the interim between regular intervals, at the discretion of the department head or elected official, for reasons of unsatisfactory work performance.

Such evaluation shall fairly and accurately cover the duties and responsibilities of each employee. The department head or elected official shall use the attached form in conducting such performance evaluations. The department head or elected official may attach written documentation or examples to the form if so desired.

The employee will be provided a copy of the evaluation. The department head or elected official will discuss items contained in the evaluation with the employee. The employee shall have the right to add pertinent information or comments to any evaluation and to have such information and/or comments attached to the evaluation.

The evaluation and any employee comments and/or information shall become part of the employee's permanent employment record with the County.

ARTICLE 12: UNPAID LEAVE OF ABSENCE

12.01 - Department heads and elected officials may, with the approval of the Board of Supervisors, grant an unpaid leave of absence to an employee for personal reasons, for a period not to exceed thirty (30) consecutive workdays in duration.

For unpaid leaves of five (5) working days or less, vacation and health insurance benefits will not be terminated. During such unpaid leaves the employee:

- 1. Receives no compensation.
- 2. Earns no personal leave.
- 3. Does not collect personal leave benefits.
- 4. Does not contribute to retirement programs.

In addition, for unpaid leaves of more than five (5) consecutive workdays leave, the employee:

- 5. Must reimburse Employer for all group hospital and medical insurance premiums paid while on leave if employee desires coverage to be continuous.
- 6. Must reimburse Employer for all premiums for group life and disability insurance if coverage is desired to be continuous.
- 7. Does not earn vacation leave.

If an employee incurs unpaid leave in excess of thirty (30) consecutive workdays, the employee's employment with the County shall be considered terminated, unless approval as outlined below is given for employment to continue.

The Board of Supervisors retains the right, upon consultation with the Department Head, to grant unpaid leave beyond the amounts specified in this article, if in their opinion, it is in the best interests of the County.

- 12.02 If an employee incurs unpaid leave in excess of thirty (30) consecutive workdays or total accumulation during any rolling twelve (12) month period beginning with the last day of leave, the employee's employment with the County shall be considered terminated, unless approval as outlined in Article 12.03 is given for employment to continue.
- 12.03 The Board of Supervisors retains the right, upon consultation with the elected official or department head, to grant unpaid leave beyond the thirty (30) workday period, or after Family and Medical Leave has been taken, if in their opinion, it is in the best interests of Cerro Gordo County. This leave will not be run concurrent with Family Medical Leave.
- 12.04 An employee will not be granted unpaid leave of absence or Family Medical Leave until all vacation and floating holiday hours have been used with the exception that if an employee elects, in writing, that he/she shall be allowed to retain a maximum of one (1) week of vacation between Family Medical Leave and Unpaid Leave of Absence.

ARTICLE 13: JURY DUTY

13.01 - Notice of Duty:

On receipt of notice the employee shall notify his/her immediate supervisor of his/her selection to serve and the time covered by the notice. The elected official or department head will determine the need for work related request for excuse.

13.02 - Payment During Service:

All full and part-time employees serving as jurors will be credited with one (1) workday's pay, based on the employee's work schedule, per day served, provided they take the following action:

- A. Advise their immediate supervisor of the days they are to appear.
- B. If dismissed after appearance and during regular working hours, return to the job not more than one (1) hour after dismissal.
- C. Return all payment for appearance and service to the Employer. Payment for travel will be exempt.

Failure to reasonably comply with the foregoing will result in loss of pay.

ARTICLE 14: DETERMINATION OF PAID LEAVE RATES

14.01 - At the end of the quarter of the fiscal year, the Employer shall determine the average hours each employee has worked per day during the last quarter. For the purposes of this Article, the term "hours worked" shall be defined as all hours worked on the job, on personal leave, holidays, or on vacation leave. Time spent on an unpaid leave of absence shall not enter into the computation of average hours worked.

During the following quarter after which the average hours for each employee is established, the employee's daily average hours will be used to determine the number of hours the employee will be compensated for when taking a day off for personal leave, vacation, holidays, or any other paid leave.

ARTICLE 15: PERSONAL LEAVE

- 15.01 Each employee shall earn personal leave at a rate of 1/10th of an hour for each hour worked, which may accrue to a maximum of seven hundred sixty (760) hours. For the purposes of this Article, the term "hours worked" shall be defined as all hours worked on the job, on personal leave, holidays, or on vacation leave.
- 15.02 Personal leave may be used for any of the following purposes:
 - 1. Sick leave for illness, injury, and related examinations of the employee.

- 2. One (1) well medical, one (1) well optical, and one (1) well dental examination of the employee per year. The Employer will allow for additional personal leave if such leave is needed as a direct result of a well exam. This additional leave will be deducted from the employee's total accrued amount as it is used.
- 3. Leave for the illness or medical treatment of a defined family member, limited to forty (40) hours per fiscal year. The Employer may at its option, grant personal leave in excess of one (1) day per occurrence if the family member's illness is deemed to be of a serious or life threatening nature.
- 4. Funeral leave for a defined family member, not to exceed three (3) days per occurrence, the length of which will be determined by the Employer for each occurrence.
- 5. In case of the death of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or cousin the employee may be allowed to use personal leave not to exceed one (1) day.
- 6. Employees will be permitted to use up to four (4) hours of personal leave for attendance at funerals of individuals outside of the immediate family definition, provided such leave is authorized in advance by the Employer. The annual number of such absences shall be limited to three (3). The Employer may, at its option grant additional personal leave for this purpose if it is deemed appropriate.

In all cases except those listed under items 1 and 4 above, the Employer shall reserve the right to deny personal leave, if such leave on the part of the employee would result in a staff level below that which is required to satisfactorily perform the duties of the department.

- 15.03 In the event of suspected abuse, the Employer may require the employee to furnish, at the employee's expense, written documentation verifying the purposes of personal leave usage.
- 15.04 All absences chargeable to personal leave shall be reportable to the elected official or department head or their designee as soon as possible and no later than the time for start of work on the day of absence.
- 15.05 Employees with job related injury who are eligible for worker's compensation benefits as a result of that injury will be considered continuously employed by the County for purposes of contractual fringe benefits.

An employee may use personal leave, to the extent it is available, for an on-the-job injury or disability. If an employee so elects to use such personal leave in any period for which an employee is receiving worker's compensation benefits for an on-the-job injury or disability, the Employer shall pay to the employee such an amount that the combined payment of worker's compensation and personal leave shall be equal to but not exceed the employee's net take home pay. Any amounts paid to an employee under this Article shall be chargeable against the employee's personal leave.

It is the intent that the total worker's compensation payments and net supplemental compensation will be equal to but not exceed normal take home income and will be paid on each eligible payroll period. The term "normal" as used herein refers to an eight (8) hour day, forty (40) hour week, less the employee's exemption deductions and health insurance deductions.

An employee having accrued personal leave may file written request for worker's compensation supplemental pay. If employee is unable to file such request, the Employer will notify the employee's designated representative who may file such request on behalf of the employee.

In exercising the supplemental income option, the employee shall make immediate report of injury and preliminary estimate of the examining physician of probable time of return to work to the Employer. The Employer will investigate the probability of any reduction in net available pay to the employee. In the event such reduction is found to be a probability, the Employer will calculate the appropriate amount of personal leave supplement to be paid in order to make the employee whole on a net pay basis.

Upon receipt of the worker's compensation payments, the Employer will make full review of benefits received (worker's compensation and supplemental payments) for compliance with the intent specified above, and shall adjust the personal leave supplement paid each week accordingly.

Upon return to work of the employee, the Employer shall make a complete review of the total personal leave and worker's compensation payments. The employee will be given a written summary of the review findings and either affirm or dispute the findings of the Employer in writing within ten (10) workdays. If disputed, the employee shall set out the specifics of the dispute and his/her proposed correction. The Employer will review the employee's proposal for conformity with this Article and if necessary, discuss any dispute with the employee. On resolution and agreement of the matter, any adjustments in personal leave credit or supplemental payment will be made on

the next possible payroll. Unless appeal of findings is pending in a grievance procedure under this Agreement, resolution of findings shall be complete within twenty (20) days of date all needed information on settlements is available to the Employer.

An employee not having accrued personal leave or not requesting use of personal leave to supplement compensation, who wished to continue group insurance or other payroll deductions which are not a part of the Agreement fringe benefits shall make payment to the Employer on or before the last working day of each month for which he/she desires continued coverage.

ARTICLE 16: HOLIDAYS

16.01 - Holidays Recognized:

The following ten (10) holidays are recognized as holidays under this Labor Agreement:

New Year's Day President's Day Good Friday Memorial Dav Independence Day (July 4) Christmas Day

Labor Day Thanksgiving Day
Day after Thanksgiving Christmas Eve

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday will be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. the purposes of this Article "Saturday" shall mean the day following the last scheduled workday in a calendar week, "Sunday" will mean the day preceding the first scheduled workday at the time of the holiday.

16.02 - Part-Time Employees:

Employees whose average hours worked, as calculated in Article 14, are twenty-four (24) hours per week or more shall receive their regular rate of pay pro rata as specified in Article 14 or an equal amount of paid time off as agreed by the employee and Employer. Employees whose average hours worked as calculated in Article 14, are less than twenty-four (24) hours per week, shall not earn any holiday pay.

16.03 - Forfeiture of Holiday Pay:

Any employee shall forfeit holiday pay if he or she fails to work the last scheduled workday prior to the holiday and the first scheduled workday after the holiday unless absence from work is due to illness, accidental injury or authorized leave by the Employer.

ARTICLE 17: VACATION

- 17.01 Each employee's vacation benefits will be computed using an anniversary date of July 1. If the date of hire is between July 1 and December 31, the vacation anniversary date will be set at the preceding July 1. For employees hired between January 1 and June 30, the vacation anniversary date will be set at the following July 1. Vacation benefits will be earned and awarded as per this section and as illustrated in Exhibit "A." Full-time permanent employees are entitled to a vacation on the following basis:
 - 1. After twenty-six (26) weeks of employment, employees will be awarded two (2) days (16 hours) of vacation. After fifty-two (52) weeks of employment, full-time employees will be awarded nine (9) days (72 hours) of vacation.
 - 2. Between an employee's fifty-two (52) week anniversary date and the following July 1, vacation accrual will be prorated. To estimate earned prorated vacation for this time frame, approximately seven and one-third (7 1/3) hours of vacation is earned for each calendar month (NOTE: One (1) hour of vacation is earned for approximately 23.64 hours worked). This prorated amount will be awarded to the employee on July 1.
 - 3. Thereafter, full-time employees are entitled to an annual vacation award on July 1 on the following basis:

Completion of two (2) years -- eleven (11)
days (88 working hours)

Completion of five (5) years -- sixteen
(16) days (128 working hours)

Completion of ten (10) years -- twenty-one
(21) days (168 working hours).

- 17.02 In all cases, the employee shall have up to twelve (12) months to use any vacation awarded. If the employee does not use the vacation awarded within a twelve (12) month period, only twenty-four (24) hours of it may transfer forward to the next year.
- 17.03 Vacation leave may not be taken in advance of when awarded and shall be approved and scheduled by the Employer.
- 17.04 Vacation leave shall be taken in a minimum of one (1) hour increments. Officially designated holidays falling within a period of vacation leave will not be counted against vacation time.

- 17.05 Scheduling of vacation time shall be mutually agreed upon between the employee and the Employer prior to its usage. Employees must file written requests with department heads and elected officials to schedule vacation usage. Department heads and elected officials shall respond as soon as possible, but no later than three (3) working days after the request(s) is filed. In cases of emergency situations, the department head or elected officials, or their designee shall respond immediately. Any requests(s) that are denied shall state in writing the reason for the denial. The Employer reserves the right to deny vacation benefit usage if such usage by an employee will interfere with the normal operations of the department.
- 17.06 Upon termination of employment the employee shall be paid for any awarded but unused vacation hours, plus vacation earned in the current fiscal year on a prorated basis to the date of termination.
- 17.07 Employees who have earned in excess of twenty (20) working days vacation or one hundred sixty (160) hours under terms of a previous schedule will not lose that earned vacation.
- 17.08 Employees whose average hours as computed in Article 16 are less than forty (40) hours per week, shall during the following quarter, earn vacation on a prorated basis of the rates outlined in Article 17.01 above, providing their average hours worked are twenty-four (24) hours per week or more. Employees whose average hours worked are less than twenty-four (24) hours of work per week to not earn any vacation benefits but may use vacation hours previously awarded. Such hours will be paid as outlined above in this Article and in Article 19.

ARTICLE 18: WORKWEEK, BASIC HOURS, AND PAYROLL PERIOD

- 18.01 Payroll will be every other week beginning at 11 p.m.
 Saturday and ending at 10:59 p.m. the following Saturday.
 Payroll warrants shall be issued on the Friday following the end of the payroll period. In the event that the Friday is a holiday for the County Auditor's office, the payroll shall be issued at 4 p.m. on Thursday. If Thursday is a holiday for the County Auditor's office, the payroll shall be issued on the next regularly scheduled workday of the County Auditor's office. Each employee's payroll shall be based on actual hours worked during the payroll period.
- 18.02 Any error in an employee's payroll check resulting in a net underpayment in take home pay of fifty dollars (\$50.00) or more shall be sufficient cause for the Employer to process a special payroll by the following Tuesday to correct the error. In the case of the employee receiving a net overpayment of fifty

dollars (\$50.00) or more shall be sufficient cause for the employee to reimburse the County by the following Tuesday. Payroll errors of lessor net difference to either party shall be corrected on the next regular payroll.

- 18.03 Employees shall have the following options available for receiving their payroll checks:
 - 1. Pick up in person after 10 a.m. on the payroll issue date.
 - 2. Mailed to their home address on the payroll issue date.
 - 3. Direct deposited in the employee's bank account by the County Auditor's office.
 - 4. Hand delivered to the employee by the department head or foreman on the issue date, on the employee's next scheduled workday if the employee is not scheduled to work on the issue date.
- 18.04 There will be a six (6) minute grace period before and a six (6) minute grace period after the work shift for punching in and out on the time clock.
- 18.05 The normal workday shall be determined by the Employer and will not commence before 8 a.m. or continue after 4:30 p.m. This provision shall not apply to the maintenance department which operates on a flexible hour schedule. The normal workweek shall be five (5) eight (8) hour days, Monday through Friday, followed by two (2) days off.

The use of flexible scheduling is permitted if agreed to by the employee and the employee's department head or elected official. Flexible scheduling shall cease at the initiative of either the employee or the employee's department head or elected official. Flexible scheduling shall only be permitted from 6 a.m. to 6 p.m., Monday through Friday.

- 18.06 The Employer shall grant, with pay, two (2) rest periods of fifteen (15) minutes duration. Each break period will be scheduled as near the middle of the first and second half of the workday as possible.
- 18.07 All employees shall be granted an unpaid lunch period. The lunch period shall be thirty (30) minutes provided that individual variations may be approved by the employee and the Employer.
- 18.08 All paid leaves constitute hours worked for the purpose of computing overtime hours.

- 18.09 An employee who is called back to work by the Employer shall be paid a minimum of two (2) hour's pay.
- 18.10 All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate of one and one-half (1%) times the employees normal rate of pay.

All overtime worked shall be paid either monetary or as compensatory time off. Each employee will have the opportunity prior to the beginning of each fiscal year, to choose whether they wish to receive monetary compensation or compensatory time off for overtime earned. In addition, an employee may change their selection to receive overtime pay or compensatory time off, a minimum of one (1) time during each fiscal year. However, when an employee shall have accumulated a total of sixty (60) hours of compensatory time off (forty (40) hours of overtime worked), additional overtime worked shall be paid monetarily until such time as the accumulated total of compensatory time off is reduced below sixty (60) hours.

In addition, each employee shall have the opportunity to take cash payment in lieu of accumulated compensatory time off on a quarterly basis, limited to fifteen (15) hours of overtime pay per quarter. Employees desiring to exercise this option must notify the Employer in writing during the thirty (30) day period prior to the end of each quarter they wish to receive the cash payment.

18.11 - The regular hours of work, current workday, and regular workweek, shall not be construed as a quarantee of any number of hours per day or week, or as a limitation of the number of hours of work per day or week which the County may schedule.

ARTICLE 19: INSURANCE

19.01 - Health Insurance:

The Employer will make available to each employee a choice of two (2) health insurance policies with the following benefits:

Alliance Select 500 Plan #1:

Deductibles: \$500.00 Single; \$1,000.00 Family

80/20 at participating doctors and

hospitals

70/30 at non-participating doctors

and hospitals

Lifetime maximum:

\$2,000,000.00

Out-of-pocket maximum:

\$1,500.00 Single

\$2,500.00 Family

Cost:

Single \$425.00 per month Family \$625.00 per month

Plan #2: Classic Blue 1000

Deductibles: \$1,000.00 Single; \$2,000.00 Family

Coinsurance: 80/20

Lifetime maximum: \$2,000,000.00 Out-of-pocket maximum: \$2,500.00 Single

\$4,500.00 Family

Cost:

Single \$300.00 per month Family \$525.00 per month

Once a year employees may switch from one coverage to another without any health questions for anyone currently covered by one of these plans. The County will pay the single for the Alliance Select 500 and that same amount towards any of the other plans. You are required to carry at least single coverage of one of these plans. The balance may be used on the employee's flexible benefits as provided for in Article 20.

The Employer has adopted Resolution No. 2005-<u>93</u> which establishes a policy for the continuation of health insurance for retiring employees of the Courthouse represented by the Union. While said Resolution is in effect, the following provisions shall govern:

New hire and six month wages shall be frozen at the rates:

Maintenance: Regular contract rate
Clerk, Office Manager, and Legal Secretary:
New hires - \$8.00. Six months - \$8.29
Twelve months and after - regular contract rate.

The above is subject to change at the discretion of the Employer.

If a new employee is hired at a rate above those set above, and as outlined by Resolution No. 2005-93, anyone previously hired below the rate of the new employee will be brought up to that rate. The above amounts shall be adjusted accordingly if an employee is hired at a higher starting rate. If a new employee is hired at a rate greater than the six month rate, they shall not receive a pay increase for one (1) full year from the date of hire.

If said Resolution is rescinded, the provisions of Article 22.02 shall govern.

19.02 - Term Life Insurance:

The Employer will provide a term life insurance policy for each employee in the amount of five thousand dollars (\$5,000.00) and pay the monthly premium.

19.03 - Long-Term Disability Insurance:

The Employer will provide a long-term disability insurance policy for each employee and pay the monthly premium. Such policy shall continue to provide the benefit levels in effect at the signing of this contract.

- 19.04 The Employer will fund the full Employer contribution, which is the cost of a single policy of the Alliance Select 500, towards the purchase of either policy, for each employee. Employees desiring family coverage may purchase it from the County and pay the difference. The cost for family coverage to the employee will be two hundred dollars (\$200.00) per month for the Alliance Select 500 and one hundred dollars (\$100.00) per month for the Classic Blue 1000. These amounts shall be funded by the Employer and the employee as part of the flexible benefits plan specified in Article 20. The Employer makes no guarantee of this rate as to amount or percentage of premium during the length of this contract. This rate shall be subject to negotiation in all future contracts.
- 19.05 The Employer may change carriers of any insurance coverage at any time provided that coverage shall not be reduced. The Employer will give the Union notification prior to changing insurance carriers.
- 19.06 The Employer shall withhold from the employee's payroll check any payments due for insurance. All coverage shall be paid for in advance. The effective date of coverage shall be thirty (30) calendar days after the commencement of premium payments. Rate changes shall be effective on the first day of July in each year, and the Employer and the employee shall begin payment of the new rates on the first day of June in each year.

19.07 - Part-Time Employees:

Employees whose average hours worked, as calculated in Article 14, are thirty-two (32) hours per week or more shall receive the full Employer contribution towards health insurance as outlined in Article 19.01. Employees whose average hours worked, as calculated in Article 14, twenty-four (24) hours per week but less than thirty-two (32) hours per week shall receive the Employer contribution outlined in Article 19.01 on a pro

rata basis. Employees whose average hours worked, as calculated in Article 14, are less than twenty-four (24) hours per week shall receive no Employer contribution towards health insurance.

ARTICLE 20: FLEXIBLE BENEFITS PLAN

20.01 - The Employer shall make available to each employee a "cafeteria" style fringe benefit plan offering the following benefit options:

Health Insurance Premiums
Medical Reimbursements
Child Care Reimbursement
Group Term Life Insurance (as a post-tax benefit)
Cancer Insurance
Deferred Compensation

- 20.02 The Employer shall conduct an annual enrollment procedure for all employees covered under this Agreement, and each employee shall be allowed to contribute through a payroll deduction to their individual flex benefit plan.
- 20.03 In addition, the Employer shall fund for each employee a flex benefit amount equivalent to the cost of a single Alliance Select 500 health insurance policy, plus one thousand two hundred dollars (\$1,200.00) for the period July 1, 2005, through June 30, 2006; July 1, 2006, through June 30, 2007; July 1, 2007, through June 30, 2008; July 1, 2008, through June 30, 2009; July 1, 2009, through June 30, 2010.

For those employees electing to take family insurance coverage as specified in Article 19, the Employer shall fund for each employee a flex benefit amount equivalent to the cost of a single Alliance Select 500 health insurance policy plus the additional cost of family coverage less the employee contribution as specified in Article 19.

20.04 - Part-Time Employees:

Employees whose average hours worked, as calculated in Article 14, are thirty-two (32) hours per week or more shall receive the full Employer contribution towards flex benefits as outlined in Article 19.04. Employees whose average hours worked, as calculated in Article 14, twenty-four (24) hours per week but less than thirty-two (32) hours per week shall receive the Employer contribution outlined in Article 19.04 on a pro rata basis. Employees whose average hours worked, as calculated in Article 14, are less than twenty-four (24) hours per week shall receive no Employer contribution towards flex benefits.

ARTICLE 21: SENIORITY

- 21.01 Seniority shall be defined as the length of continuous employment with the Employer and shall be departmental.

 Departments shall be:
 - 1. Cerro Gordo County Planning and Zoning Department.
 - 2. Cerro Gordo County Attorney's Office.
 - 3. Cerro Gordo County Treasurer's Office.
 - 4. Cerro Gordo County Recorder's Office.
 - 5. Cerro Gordo County Auditor's Office.
 - 6. Cerro Gordo County Maintenance Department.
- 21.02 Seniority may be broken only by: quit, justifiable discharge, being continuously laid off for a period of more than six (6) months, failure by an employee to notify the Employer within five (5) working days of recall that he or she will not return to work after recall from layoff, or failure to report to work within fourteen (14) calendar days from the date of scheduled recall, or failure of an employee to return to work in accordance with the terms of leave of absence. Recall to work shall be governed by the same principles of seniority.
- 21.03 In all cases of job transfers, reduction and restoration of forces and in filling new jobs and vacancies within the departments, the Employer shall consider seniority, qualifications and ability to perform work and if qualifications and ability are equal between or among the employees eligible, seniority shall govern. Provided, however, seniority shall not apply to temporary assignments or transfers. Any transfer of less than thirty (30) working days duration shall be presumed to be temporary.
- 21.04 The Employer upon request shall furnish the Union with a current seniority list covering all employees. The Employer shall not be required to furnish this list more often than once every twelve (12) months unless the Union and Employer agree that special circumstances dictate a list be provided more often.
- 21.05 Whenever a job opening becomes available within any department, employees in the bargaining unit, including those on layoff eligible for recall, are eligible to apply for the position. If the choice is between a current employee and new hire, preference will be given to the current employee providing the relative skill, ability and competence to perform the job is equal between the current employee and the new hire.

21.06 - Probationary Period:

New employees shall be considered as on probation for a period of three (3) months from date of hire. Discharge during the probationary period is not subject to the grievance procedure, nor does it give rise to any other right to claim or relief on the part of such employee. However, after an employee has successfully completed his or her probationary period, their seniority date shall revert back to the beginning date of their employment.

The probationary period for promoted employees shall be ninety (90) calendar days. If the employee does not successfully complete the probationary period for the promoted position, the employee will return to his or her previous position.

21.07 - Posting:

Job postings will include job classifications, department, pay rate and qualifications to be considered for the job opening and the date the posting will be filled. During this period, employees who wish to apply may do so in writing and this shall be submitted to the department head for that position. All vacancies and/or newly-created job classifications will be posted on employee bulletin boards for a period of five (5) working days.

21.08 - Overtime:

If overtime is required by the Employer, the department head shall be allowed to assign up to four (4) hours per day to the employee that normally performs that work during the normal workday. If more than one (1) employee does the same work during the normal workday, the overtime hours shall be bid out on a seniority basis. If the Employer needs more than one (1) employee to work overtime, those hours shall be bid out, by seniority, to those other employees within that department.

ARTICLE 22: JOB CLASSIFICATIONS AND RATES OF PAY

22.01 - Job Classification:

The following job classifications are hereby established as part of this Agreement:

Clerk I ¹
Clerk II ¹
Legal Secretary ²
Office Manager
Maintenance Employee

¹ Beginning July 1, 2000, the reference to Clerk I and Clerk II shall be eliminated. From July 1, 2000, forward, positions classified as Clerk I and Clerk II shall be classified as Clerk.

² Beginning July 1, 1999, the pay scale for the Legal Secretary classification shall be at the same pay rate as the Clerk I classification. From July 1, 2000, forward, the pay rate for the Legal Secretary classification shall be the same as the Clerk classification.

Existing job positions are classified as shown on Exhibit "B," attached hereto and by this reference made a part hereof.

In the event that a new position is created during the term of this contract, the Union and the Employer agree to negotiate the job classification at that time.

22.02 - Rates of Pay:

A. July 1, 2005, through June 30, 2006;

July 1, 2006, through June 30, 2007;

July 1, 2007, through June 30, 2008;

July 1, 2008, through June 30, 2009; and

July 1, 2009, through June 30, 2010.

The job classifications and hourly rates of pay for each job classification as shown on Exhibit "C" are established as the base scale for this Agreement, attached hereto and by this reference made a part hereof.

The pay rates and scheduled pay increases for each employee covered under the five years of this Agreement are as shown on Exhibit "D," attached hereto and by this reference made a part hereof.

- A. The classification Clerk I with five (5) years of seniority is established as the base negotiating wage for this and all subsequent contracts.
- B. The Employer and employee agree that in all future contracts, employees who are red circled with reference to the wage scale in effect at that time, shall receive a minimum pay increase equal to onehalf the hourly dollar amount given to a Clerk I with five (5) years of seniority.
- C. The Union and Employer agree to negotiate a wage scale in the event any job classification is filled during the term of this contract and does not have a wage currently negotiated for it.

D. Effective July 1, 2000, all references to Clerk I in (A) and (B) above shall be eliminated and the classification of Clerk shall be used.

ARTICLE 23: EFFECTIVE DATE

23.01 - Contract Period:

THIS AGREEMENT shall be in effect as of the 1st day of July, 2005, and shall remain in full force and effect until the 30th day of June, 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20^{44} day of \underline{Junc} , 2005.

CERRO GORDO COUNTY, IOWA

PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES LOCAL
UNION #2003

By: Phillip 5. Dougherty

By:

B

010

i),

"EMPLOYER"

"UNION"

CWM: dm: C: \LLF\cwm\labor\COUNTY\CONTRACT\Courthou.cerro.gordo

EXHIBIT "A": VACATION BENEFIT ILLUSTRATION

NEW HIRES

HIRE	VACATION	DATE OF	EXPIRATION	DATE OF	EXPIRATION	DATE OF		EXPIRATION	DATE OF	DATE OF	DATE OF
DATE	ANNIVERSARY	16 HOUR	DATE OF	72 HOUR	DATE OF	PRORATED	HOURS	DATE OF	88 HOUR	128 HOUR	168 HOUR
	DATE	AWARD	AWARD	AWARD	AWARD	AWARD	AWARDED	AWARD	AWARD	AWARD	AWARD
07/08/05	07/01/05	01/08/06	01/08/07	07/08/06	07/08/07	07/01/07	86	07/01/08	07/01/08	07/01/10	07/01/15
08/22/05	07/01/05	02/22/06	02/22/07	08/22/06	08/22/07	07/01/07	75	07/01/08	07/01/08	07/01/10	07/01/15
09/25/05	07/01/05	03/25/06	03/25/07	09/25/06	09/25/07	07/01/07	68	07/01/08	07/01/08	07/01/10	07/01/15
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11/05/05	07/01/05	05/05/06	05/05/07	11/05/06	11/05/07	07/01/07	57	07/01/08	07/01/08	07/01/10	07/01/15
12/30/05	07/01/05	06/30/06	06/30/07	12/30/06	12/30/07	07/01/07	44	07/01/08	07/01/08	07/01/10	07/01/15
01/06/06	07/01/06	07/06/06	07/06/07	01/06/07	01/06/08	07/01/08	42	07/01/09	07/01/09	07/01/11	07/01/16
02/22/06	07/01/06	08/22/06	08/22/07	02/22/07	02/22/08	07/01/08	31	07/01/09	07/01/09	07/01/11	07/01/16
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12/30/06	07/01/06	06/30/07	06/30/08	12/30/07	12/30/08	07/01/08	44	07/01/09	07/01/09	07/01/11	07/01/16
01/06/07	07/01/07	07/06/07	07/06/08	01/06/08	01/06/09	07/01/09	42	07/01/10	07/01/10	07/01/12	07/01/17
02/22/07	07/01/07	08/22/07	08/22/08	02/22/08	02/22/09	07/01/09	31	07/01/10	07/01/10	07/01/12	07/01/17
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04/06/07	07/01/07	10/06/07	10/06/08	04/06/08	04/06/09	07/01/09	20	07/01/10	07/01/10	07/01/12	07/01/17
05/22/07	07/01/07	11/22/07	11/22/08	05/22/08	05/22/09	07/01/09	9	07/01/10	07/01/10	07/01/12	07/01/17
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11/05/07	07/01/07	05/05/08	05/05/09	11/05/08	11/05/09	07/01/09	57	07/01/10	07/01/10	07/01/12	07/01/17
12/30/07	07/01/07	06/30/08	06/30/09	12/30/08	12/30/09	07/01/09	44	07/01/10	07/01/10	07/01/12	07/01/17

EXHIBIT "A": VACATION BENEFIT ILLUSTRATION

NEW HIRES

HIRE	VACATION	DATE OF	EXPIRATION	DATE OF	EXPIRATION	DATE OF		EXPIRATION	DATE OF	DATE OF	DATE OF
DATE	ANNIVERSARY	16 HOUR	DATE OF	72 HOUR	DATE OF	PRORATED	HOURS	DATE OF	88 HOUR	128 HOUR	168 HOUR
	DATE	AWARD	AWARD	AWARD	AWARD	AWARD	AWARDED	AWARD	AWARD	AWARD	AWARD
01/06/08	07/01/08	07/06/08	07/06/09	01/06/09	01/06/10	07/01/10	42	07/01/11	07/01/11	07/01/13	07/01/18
02/22/08	07/01/08	08/22/08	08/22/09	02/22/09	02/22/10	07/01/10	31	07/01/11	07/01/11	07/01/13	07/01/18
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05/22/10	07/01/10	11/22/10	11/22/11	05/22/11	05/22/12	07/01/12	9	07/01/13	07/01/13	07/01/15	07/01/20
06/12/10	07/01/10	12/12/10	12/12/11	06/12/11	06/12/12	07/01/12	4	07/01/13	07/01/13	07/01/15	07/01/20

EXHIBIT "B": JOB CLASSIFICATION SCHEDULE

POSITION	CLASSIFICATION
Auditor's Office	
Election Clerk	Clerk
Real Estate Clerk	Clerk
Billing Clerk	Clerk
Human Services Clerk	Clerk
Clerk to the Governing Board	Clerk
General Clerk	Clerk
Payroll Clerk	Clerk
Treasurer's Office	
Clerk II/Treasurer	Clerk
Attorney's Office	
Legal Secretary	Legal Secretary
Planning & Zoning	
Secretary/Administrative Assistant	Clerk
Maintenance	
General Maintenance	Maintenance
Recorder's Office	
Recording Clerk	Clerk

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 7/1/05 - 12/31/05 All Classifications = 1%

			OFFICE	LEGAL	
	CODE	CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$10.11	\$10.11	\$10.11	\$11.36
6 MONTHS	2	\$10.50	\$10.50	\$10.50	
1 YEAR	3	\$10.97	\$10.97	\$10.97	\$11.98
2 YEARS	4	\$11.36	\$11.36	\$11.36	\$12.32
3 YEARS	5	\$11.98	\$11.98	\$11.98	
5 YEARS-BASE	6	\$12.32	\$12.32	\$12.32	
10 YEARS	. 7	\$12.52	\$12.52	\$12.52	\$12.52
15 YEARS	8	\$12.93	\$12.93	\$12.93	\$12.93

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 1/1/06 - 6/30/06 All Classifications = 1%

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$10.21	\$10.21	\$10.21	\$11.47
6 MONTHS	2	\$10.61	\$10.61	\$10.61	
1 YEAR	3	\$11.08	\$11.08	\$11.08	\$12.10
2 YEARS	4	\$11.47	\$11.47	\$11.47	\$12.44
3 YEARS	5	\$12.10	\$12.10	\$12.10	
5 YEARS-BASE	6	\$12.44	\$12.44	\$12.44	
10 YEARS	7	\$12.65	\$12.65	\$12.65	\$12.65
15 YEARS	8	\$13.06	\$13.06	\$13.06	\$13.06

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 7/1/06 - 12/31/06 All Classifications = 11/2%

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$10.36	\$10.36	\$10.36	\$11.64
6 MONTHS	2	\$10.77	\$10.77	\$10.77	
1 YEAR	3	\$11.25	\$11.25	\$11.25	\$12.28
2 YEARS	4	\$11.64	\$11.64	\$11.64	\$12.63
3 YEARS	5	\$12.28	\$12.28	\$12.28	
5 YEARS-BASE	6	\$12.63	\$12.63	\$12.63	
10 YEARS	7	\$12.84	\$12.84	\$12.84	\$12.84
15 YEARS	8	\$13.26	\$13.26	\$13.26	\$13.26

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 1/1/07 - 6/30/07 All Classifications $\approx 11/2\%$

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$10.52	\$10.52	\$10.52	\$11.81
6 MONTHS	2	\$10.93	\$10.93	\$10.93	
1 YEAR	3	\$11.42	\$11.42	\$11.42	\$12.46
2 YEARS	4	\$11.81	\$11.81	\$11.81	\$12.82
3 YEARS	5	\$12.46	\$12.46	\$12.46	
5 YEARS-BASE	6	\$12.82	\$12.82	\$12.82	
10 YEARS	7	\$13.03	\$13.03	\$13.03	\$13.03
15 YEARS	8	\$13.46	\$13.46	\$13.46	\$13.46

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 7/1/07 - 12/31/07 All Classifications = $1\frac{1}{2}$ %

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$10.68	\$10.68	\$10.68	\$11.99
6 MONTHS	2	\$11.09	\$11.09	\$11.09	
1 YEAR	3	\$11.59	\$11.59	\$11.59	\$12.65
2 YEARS	4	\$11.99	\$11.99	\$11.99	\$13.01
3 YEARS	5	\$12.65	\$12.65	\$12.65	
5 YEARS-BASE	6	\$13.01	\$13.01	\$13.01	
10 YEARS	7	\$13.23	\$13.23	\$13.23	\$13.23
15 YEARS	8	\$13.66	\$13.66	\$13.66	\$13.66

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 1/1/08 - 6/30/08 All Classifications = 2%

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$10.89	\$10.89	\$10.89	\$12.23
6 MONTHS	2	\$11.31	\$11.31	\$11.31	
1 YEAR	3	\$11.82	\$11.82	\$11.82	\$12.90
2 YEARS	4	\$12.23	\$12.23	\$12.23	\$13.27
3 YEARS	5	\$12.90	\$12.90	\$12.90	
5 YEARS-BASE	6	\$13.27	\$13.27	\$13.27	
10 YEARS	7	\$13.49	\$13.49	\$13.49	\$13.49
15 YEARS	8	\$13.93	\$13.93	\$13.93	\$13.93

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 7/1/08 - 12/31/08 All Classifications = 13/4%

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$11.08	\$11.08	\$11.08	\$12.44
6 MONTHS	2	\$11.51	\$11.51	\$11.51	
1 YEAR	3	\$12.03	\$12.03	\$12.03	\$13.13
2 YEARS	4	\$12.44	\$12.44	\$12.44	\$13.50
3 YEARS	5	\$13.13	\$13.13	\$13.13	
5 YEARS-BASE	6	\$13.50	\$13.50	\$13.50	
10 YEARS	7	\$13.73	\$13.73	\$13.73	\$13.73
15 YEARS	8	\$14.17	\$14.17	\$14.17	\$14.17

"EXHIBIT C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 1/1/09 - 6/30/09 All Classifications = 13/4%

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$11.27	\$11.27	\$11.27	\$12.66
6 MONTHS	2	\$11.71	\$11.71	\$11.71	
1 YEAR	3	\$12.24	\$12.24	\$12.24	\$13.36
2 YEARS	4	\$12.66	\$12.66	\$12.66	\$13.74
3 YEARS	5	\$13.36	\$13.36	\$13.36	
5 YEARS-BASE	6	\$13.74	\$13.74	\$13.74	
10 YEARS	7	\$13.97	\$13.97	\$13.97	\$13.97
15 YEARS	8	\$14.42	\$14.42	\$14.42	\$14.42

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 7/1/09 - 12/31/09 All Classifications = 13/4%

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$11.47	\$11.47	\$11.47	\$12.88
6 MONTHS	2	\$11.91	\$11.91	\$11.91	
1 YEAR	3	\$12.45	\$12.45	\$12.45	\$13.59
2 YEARS	4	\$12.88	\$12.88	\$12.88	\$13.98
3 YEARS	5	\$13.59	\$13.59	\$13.59	
5 YEARS-BASE	6	\$13.98	\$13.98	\$13.98	
10 YEARS	7	\$14.21	\$14.21	\$14.21	\$14.21
15 YEARS	8	\$14.67	\$14.67	\$14.67	\$14.67

EXHIBIT "C": PAY AND CLASSIFICATION SCHEDULE FOR COURTHOUSE EMPLOYEES 1/1/10 - 6/30/10 All Classifications = 2%

	CODE		OFFICE	LEGAL	
		CLERK	MANAGER	SECRETARY	MAINTENANCE
STARTING	1	\$11.70	\$11.70	\$11.70	\$13.14
6 MONTHS	2	\$12.15	\$12.15	\$12.15	
1 YEAR	3	\$12.70	\$12.70	\$12.70	\$13.86
2 YEARS	4	\$13.14	\$13.14	\$13.14	\$14.26
3 YEARS	5	\$13.86	\$13.86	\$13.86	
5 YEARS-BASE	6	\$14.26	\$14.26	\$14.26	
10 YEARS	7	\$14.49	\$14.49	\$14.49	\$14.49
15 YEARS	8	\$14.96	\$14.96	\$14.96	\$14.96

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	1		[]	ANN.]	ANN.		ANN.		ANN.		ANN.		ANN.		ANN.		ANN.		ANN.		ANN.
EMPLOYEE	CLASSIFICATION	DATE HIRED	7/1/2005	DATE	1/1/2006	DATE	7/1/2006	DATE	1/1/2007	DATE	7/1/2007	DATE	1/1/2008	DATE	7/1/2008	DATE	1/1/2009	DATE	7/1/2009	DATE	1/1/2010	DATE
	<u></u>				<u> </u>																	
T. Bird	Legal Secretary	2/3/1997	\$12.32		\$12.44		\$12.63		\$12.82	\$13.03	\$13.23		\$13.49		\$13.73		\$13.97		\$14.21		\$14.49	
J. Sappenfield	Legal Secretary	9/23/1991	\$12.52		\$12.65		\$12.84	\$13.26	\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	
A. Tyler	Legal Secretary	12/2/1996	\$12.32		\$12.44		\$12.63	\$12.84	\$13.03		\$13.23		\$13.49		\$13.73		\$13.97		\$14.21		\$14.49	
C. Lutz	Clerk	9/5/2001	\$11.98		\$12.10		\$12.28	\$12.63	\$12.82		\$13.01		\$13.27		\$13.50		\$13.74		\$13.98		\$14.26	
L. Pierson	Clerk	1/16/1995	\$12.52		\$12.65		\$12.84		\$13.03		\$13.23		\$13.49		\$13.73		\$13.97		\$14.21		\$14.49	\$14.96
S Schuler	Clerk	6/8/1999	\$12.32		\$12.44		\$12.63		\$12.82		\$13.01		\$13.27		\$13.50		\$13,74	\$13.97	\$14.21		\$14.49	
B. Sowder	Clerk	3/11/1991	\$12.52		\$12.65	\$13.06	\$13.26		\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	
K. Betts	Maintenance	3/15/1982	\$12.93		\$13.06		\$13.26		\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	[
J. Fredrickson	Maintenance	7/18/1988	\$12.93		\$13.06		\$13.26		\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	
K. Lee	Clerk	6/30/2003	\$11.36		\$11.47	\$12.10	\$12.28		\$12.46		\$12.65		\$12.90	\$13.27	\$13.50		\$13.74		\$13.98		\$14.26	
S Marsh	Clerk	4/1/1975	\$12.93		\$13.06		\$13.26		\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	
A. Murray-Juhl	Clerk	9/5/1973	\$12.93		\$13.06		\$13.26		\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	
K. Rezabek	Clerk	5/28/1996	\$12.32		\$12.44	\$12.65	\$12.84		\$13.03		\$13.23		\$13.49		\$13.73		\$13.97		\$14.21		\$14.49	
C. Allen	Clerk	5/10/1993	\$12.52		\$12.65		\$12.84		\$13.03		\$13.23		\$13.49	\$13.93	\$14.17		\$14.42		\$14.67		\$14.96	
K. Carolus	Clerk	10/30/1978	\$12.93		\$13.06		\$13.26		\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	
D. Crooks	Clerk	1/4/1993	\$12.52		\$12.65		\$12.84		\$13.03		\$13.23		\$13.49	\$13.93	\$14.17		\$14.42		\$14.67		\$14.96	
D. Davis	Clerk	9/1/1993	\$12.52		\$12.65		\$12.84		\$13.03		\$13.23		\$13.49		\$13.73	\$14.17	\$14,42		\$14.67		\$14.96	
D. Kruckenberg	Clerk	12/2/1985	\$12.93		\$13.06		\$13.26		\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	
V. Steil	Clerk	8/27/1990	\$12.52	\$12.93	\$13.06		\$13.26		\$13.46		\$13.66		\$13.93		\$14.17		\$14.42		\$14.67		\$14.96	

PERFORMANCE APPRAISAL			
Employee Name			
Department			
Reason for review: Annual End Probat Other	ion Period	☐ Unsatisfactory Performance	
Date Employee began present position	!!_		
Date of last appraisal//		Next scheduled appraisal	
INSTRUCTIONS - Carefully evaluate employee's work perfor See reverse side for definition of terms. Indicate N/A if not app	olicable.		indicate the employee's performance.
GENERAL FACTORS	RATING	SUPPORTIVE DETAILS OR CO	MMENTS TO THE STATE OF THE STAT
1. Quality	0 🗆		
The accuracy, thoroughness and	V 🗆		
acceptability of work performed.	G 🛮		
	l 🗆 U 🗅		
2. Productivity	0 🗆		
The quality and efficiency of work	· V 🗆		
produced in a specified period of time.	G□		
Francisco (10		
	U□		
3. Job Knowledge	0 🗆		
The practical/technical skills and	V□		
information used on the job.	G□		
·	10		
	UD		
4. Reliability The extent to which an employee can be	0		
relied upon regarding task completion and	GD		
follow up.	10		
•	U 🗆		
5. Availability	0 🗅		
The extent to which an employee is	V□		
punctual, observes prescribed work break/	G 🗆		
meal periods and the overall attendance	10		
record.	UD		
6. Independence The extent of work performed with little	0 🗆 V 🗈		
or no supervision.	G□		
si ne caparilatin	10	<u> </u>	
	UD		
7. Creativity	0 🛭		
The extent to which an employee proposes	V 🗆		
ideas, finds new and better ways of doing	G 🛭		
things.			
O Initiativo	<u>U </u>		
8. Initiative The extent to which an employee seeks	V		
out new assignments and expands	G		

1 🗆 U 🗆

capabilities, personally and professionally.

j.		
		SUPPORTIVE DETAILS OR COMMENTS
9. Adherence to Policy	0 🛘	
The extent to which an employee follows	V 🗆	
safety and conduct rules, other regulations	G 🛘	
and observes good housekeeping practices.	10	
	U	
10. Interpersonal Relationships	0 🗆	
The willingness and demonstrated ability to	V□	
cooperate, work and communicate with	G 🗆	
coworkers, supervisors, subordinates	10	
and/or outside contacts.	U	
11. Behavior Pattern	0 🗆	
The stability, courtesy, personal	V 🗈	
· · · · · · · · · · · · · · · · · · ·	G□	
appearance and judgment demonstrated	10	
on the job.		
Complete all of the following sections.	UΩ	
2. Specific areas of improvement needed.		
3. Recommendations for professional developmen	ıt (seminars	, training, schooling, etc.)
Rate employee's overall performance in compa	rison to nos	ition specifications (check one)
☐ Unsatisfactory ☐ Improvement Need		□ Good
□ Very Good □ Outstanding		□ Not Rated
 RATING IDENTIFICATION O - Outstanding - Performance is exceptional in all is recognizable as being far superior to others. V - Very Good - Results clearly exceed most positi requirements. Performance is of high quality a achieved on a consistent basis. G - Good - Competent and dependable level of pe Meets performance standards of the job. NOTE: This form must be signed by the emplo 	ion and is rformance.	 I - Improvement Needed - Performance is deficient in certain areas, improvement is necessary. U - Unsatisfactory - Results are generally unacceptable and require immediate improvement. N - Not Rated - Not applicable or too soon to rate. ator, and evaluator's supervisor (if applicable).
Discussed with individual on//	Employe	e's Signature*
Follow-up requested/desired:YesNo	,	Follow-up Date//
Evaluator's Signature		Date
Evaluator's Supervisor's Signature		
☐ ORIGINAL (EMPLOYEE FILE) ☐ COPY GIVEN TO EMPLOYEE		*If the employee disagrees with any part of the appraisal, he/she may attach appropriate comments. Please be specific.

RESOLUTION 2005-93

A RESOLUTION ESTABLISHING POLICY FOR THE CONTINUATION OF HEALTH INSURANCE FOR RETIRING EMPLOYEES OF THE COURTHOUSE REPRESENTED BY PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL UNION 2003.

WHEREAS, Cerro Gordo County (hereinafter, "County") proposes to provide single-person continuing health insurance for future retiring employees of the Courthouse represented by the Public, Professional and Maintenance Employees Local 2003 (hereinafter, "PPME"); and

WHEREAS, Cerro Gordo County pays the \$425.00 single-person premium for an Alliance Select 500 health insurance policy for all employees of the County Courthouse; and

WHEREAS, PPME represents certain employees of the County Courthouse under PERB Certification No. 4241; and

WHEREAS, the County will provide continued health insurance for employees of the Courthouse represented by PPME retiring on or after July 1, 1998; and

WHEREAS, on December 10, 2001, the Board of Supervisors adopted Resolution No. 2001-152 providing said benefit to qualified retiring employees of the Courthouse; and

WHEREAS, the intent of this Resolution is to supersede and replace Resolution No. 2001-152, effective July 1, 2005.

NOW, THEREFORE, BE IT RESOLVED by the Cerro Gordo County Board of Supervisors that this Resolution shall supersede and replace Resolution No. 2001-152 and be replaced with the foregoing, effective July 1, 2005, and further, that single-person continuing health insurance be offered for its retiring employees of the Courthouse, represented by PPME, subject to the following conditions:

- 1. The employee shall be a Courthouse employee, represented by PPME, at the time of retirement.
- The employee must be covered under the county's health insurance plan at the time of retirement.
- 3. An employee seeking this benefit shall be age 58 or over and have completed 30 years of service with the County, or be age 62 or over and have completed 20 years of service with the County.
- 4. This policy shall only apply to employees who retire after July 1, 1998.
- 5. The County shall pay the cost of a single-person Alliance Select 500 plan premium or other single-person plan selected by the retiring employee. The County reserves the right to substitute a similar plan if the Alliance Select 500 plan or any other plan is terminated by Wellmark-Blue Cross/Blue Shield. Retiring employees desiring family coverage may purchase it from the County. The retiring employee is responsible for 100 percent of additional premiums for family coverage. If an employee selects a plan other than the Alliance Select 500 which has a lower premium, then the amount saved may be applied toward the purchase of family coverage. Additional premium payments for family coverage shall be received by the Auditor's Office by the 10th of each month. Failure to pay the premium by the date required will result in termination of family coverage.

The retiring employee may choose from any of the three (3) policies with the following benefits*:

Plan #1: Alliance Select 500

Deductibles: \$500.00 Single; \$1,000.00 Family

80/20 at participating doctors & hospitals Coinsurance:

70/30 at non-participating doctors &

hospitals

Lifetime maximum: \$2,000,000.00

Out-of-pocket maximum: \$1,500.00 Single

\$2,500.00 Family

Single \$425.00 per month (July 1, 2005 – June 30, 2006) Cost:

Single \$450.00 per month (July 1, 2006 – June 30, 2010)

Family \$675.00 per month (July 1, 2005 - June 30,

2006)

Family \$700.00 per month (July 1, 2006 – June 30,

2010)

Plan #2: Classic Blue 1000

Deductibles: \$1,000.00 Single; \$2,000.00 Family

Coinsurance: 80/20

Lifetime maximum: \$2,000,000.00

Out-of-pocket maximum: \$2,500.00 Single \$4,500.00 Family

Single \$300.00 per month (July 1, 2005 – June 30, 2006) Cost:

Single \$325.00 per month (July 1, 2006 – June 30, 2010)

Family \$575.00 per month (July 1, 2005 - June 30,

2006)

Family \$600.00 per month (July 1, 2006 - June 30,

2010)

Plan #3: Alliance Select 1000

Deductibles: \$1,000.00 Single; \$2,000.00 Family

80/20 at participating doctors and hospitals Coinsurance:

70/30 at non-participating doctors and hospitals

\$2,000,000.00 Lifetime maximum:

Out-of-pocket maximum: \$2,500.00 Single

\$4,500.00 Family

Single \$362.50 per month (July 1, 2005 – June 30, 2006) Cost:

Single \$387.50 per month (July 1, 2006 – June 30, 2010) Family \$625.00 per month (July 1, 2005 - June 30,

2006)

Family \$650.00 per month (July 1, 2006 – June 30,

2010)

Once a year the retired employee may switch from one coverage plan to another without any health questions or physical examination for anyone currently covered by one of these plans, unless required by Wellmark - Blue Cross/Blue Shield.

County contributions towards single-person health insurance will cease when the employee reaches age 65 or becomes eligible for Medicare, whichever happens later.

^{*} The County reserves the right to substitute plans similar in benefits and deductibles should any of the three plans above be discontinued by Wellmark-Blue Cross/Blue Shield.

7. New hire and six month wages after July 1, 2005, shall be frozen at the rates for the life of the contract:

Maintenance: Regular contract rate

Clerk, Office Manager, and Legal Secretary: New hires: \$8.00. Six months: \$8.29. Twelve months and after – regular contract rate. The above is subject to change at the discretion of the County.

- 8. If a new employee is hired at a rate above those set in Condition No. 7, anyone previously hired below the rate of the new employee will be brought up to that rate. The amounts in condition 7 above shall be adjusted accordingly if an employee is hired at a higher starting rate. If a new employee is hired at a rate greater than the six month rate, they shall not receive a pay increase for one full year from the date of hire.
- 9. This policy is not a part of the Agreement between Cerro Gordo County and PPME Local 2003 (July 1, 2005 June 30, 2010). And further, this policy shall not be construed to be an agreement between the County and PPME.
- 10. Effective July 1, 2005, all employees who retired after July 1, 1998, but before July 1, 2005, will no longer have the option of selecting the Classic Blue 300 policy, but will receive the cost of an Alliance Select 500 single policy beginning on July 1, 2005.
- 11. The County retains the right to discontinue or modify the provision of health insurance prospectively to future retirees upon 60 days written notice to affected current employees and PPME. The County retains the right to discontinue, modify, or rescind this policy without the consent of PPME. Modification of this policy not agreeable to PPME or discontinuance of this policy shall effect a return to the terms of the July 1, 2005 June 30, 2010 contract concerning base wages and step systems.
- 12. If the offer of health insurance to retirees is discontinued, employees who retired after July 1, 1998 and prior to the discontinuance date shall retain their insurance coverage under the terms of this resolution with costs for single coverage being paid by the County.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect on July 1, 2005.

Motion was made by Supervisor Urdahl and seconded by Supervisor Amosson to adopt the foregoing resolution. Vote taken thereon resulted as follows:

Ayes: Amosson, Urdahl, and Dougherty

Nays: None

Absent/Not Voting: None

PASSED and APPROVED this 28th day of June, 2005.

Chair, Board of Supervisors

Cerro Gordo County

ATTEST:

Kenneth W/ Kline, Auditor Cerro Gordo County

ADDENDUM TO

AGREEMENT between CERRO GORDO COUNTY and

PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEE LOCAL UNION 2003, IBPAT (COURTHOUSE EMPLOYEES)

7-1-2005 - 6-30-2010

I. Section 16.01 – Holidays Recognized

This section is amended as follows:

The following ten (10) eleven (11) holidays are recognized as holidays under this Labor Agreement:

New Year's Day President's Day Good Friday Memorial Day Independence Day (July 4) Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Christmas Eve Christmas Day

Labor Day

II. Section 17.01 - Vacation

Subparagraph 3 is amended as follows:

3. Thereafter, full-time employees are entitled to an annual vacation award on July 1 on the following basis:

Completion of two (2) years – eleven (11) days (88 working hours)

Completion of five (5) years – sixteen (16) days (128 working hours)

Completion of ten (10) years – twenty-one (21) days (168 working hours)

Completion of twenty (20) years – twenty-five (25) days (200 working hours)

III. Section 19.01 – Health Insurance

The descriptions of the available health insurance plans are amended as follows:

The Employer will make available to each employee a choice of two (2) three (3) health insurance policies with the following benefits:

Plan #1: Alliance Select 500

Deductibles: \$500.00 Single; \$1,000.00 Family

Coinsurance: 80/20 at participating doctors and hospitals

70/30 at non-participating doctors and hospitals

Lifetime maximum:

\$2,000,000.00

Out-of-pocket maximum:

\$1,500.00 Single

\$2,500.00 Family

Cost:

Single \$425.00 per month

Family \$625.00 \$675.00 per month

Plan #2: Classic Blue 1000

Deductibles: \$1,000.00 Single; \$2,000.00 Family

Coinsurance: 80

80/20

Lifetime maximum:

\$2,000,000.00

Out-of-pocket maximum:

\$2,500.00 Single

\$4,500.00 Family

Cost:

Single \$300.00 per month

Family \$525.00 \$575.00 per month

Plan #3: Alliance Select 1000

Deductibles: \$1,000.00 Single; \$2,000.00 Family

Coinsurance: 80/20 at participating doctors and hospitals

70/30 at non-participating doctors and hospitals

Lifetime maximum:

\$2,000,000.00

Out-of-pocket maximum: \$2,500.00 Single

\$4,500.00 Family

Cost:

Single \$362.50 per month

Family 625.00 per month

IV. Beginning July 1, 2006, rates for the above three plans will be:

Plan #1: Single \$450.00 per month

Family \$700.00 per month

Plan #2: Single \$325.00 per month

Family \$600.00 per month

Plan #3: Single \$387.50 per month

Family \$650.00 per month

The union agrees to meet with the Employer prior to April 15, 2006, to review the V. health insurance fund and discuss possible further increases in premiums for July 1, 2006.

VI. Section 19.04 – INSURANCE

The Employer will fund the full Employer contribution, which is the cost of a single policy of the Alliance Select 500, towards the purchase of either policy any of the three (3) policies, for each employee. Employees desiring family coverage may purchase it from the County and pay the difference. The cost for family coverage to the employee will be two hundred dollars (\$200.00) two hundred fifty dollars (\$250.00) per month for the Alliance Select 500, and one hundred dollars (\$100.00) one hundred fifty dollars (\$150.00) per month for the Classic Blue 1000, and two hundred dollars (\$200.00) per month for the Alliance Select 1000. These amounts shall be funded by the Employer and the employee as part of the flexible benefits plan specified in Article 20. The Employer makes no guarantee of this rate as to amount or percentage of premium beyond the length of this contract. This rate shall be subject to negotiation in all future contracts.

THIS ADDENDUM shall be in effect as of the 1st day of July, 2005 and shall remain in full force and effect until the 30th day of June 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28 day of June , 2005.

CERRO GORDO COUNTY, IOWA

PUBLIC, PROFESSIONAL & **MAINTENANCE EMPLOYEES LOCAL UNION #2003**